296 COMPARED

MORTGAGE OF REAL ESTATE — DORSET Printing Company, Dallas, Texas

THIS INDENTURE Made this the 14th day of April A.D. 1909, between L. B. Hamilton and Alice B. Hamilton of Joplin, Jasper County, ~~in the~~ State of ~~Oklahoma~~ Missouri, of the first part, and W. B. Hamilton of Afton, Ottawa County, ~~in the~~ State of Oklahoma, of the second part:

WITNESSETH, That said part~~y~~ies of the first part, in consideration of the sum of Nine Hundred and no/100 Dollars ($) ~~the receipt of which is hereby acknowledged~~ to them in hand paid by the said second party, and the promises hereinafter mentioned, do by these presents Grant, Bargain, Sell and Convey unto said part~~y~~ies of the second part his heirs and assigns, the following described Real Estate, situated in the County of Texas County, and State of Oklahoma, to-wit:

E½ NE¼, NW¼ NE¼, E½ NW¼ NE¼, N½ NE¼ NE¼, S½ NW¼ NE¼ Sect. 33 Township 1 of 20 north range 14 East together with all improvements, 180 acres more or less according to U.S. survey. DOLLARS

TO HAVE AND TO HOLD The same ~~unto the said part~~ of the second part heirs and assigns, together with all and singular the ~~tenements, hereditaments~~ improvements thereon and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said ~~justly indebted unto said part of the second part, in the principal sum of Dollars, evidenced by certain promissory note in writing, of which the following is a copy~~ ha~~s~~ this day executed and delivered ~~certain promissory note in writing to said part of the second part, described as follows:~~

$900.00 Afton, Okla. April 14th 1909

Six months after date we promise to pay to the order of W. B. Hamilton Nine hundred and no/100 Dollars. For value received, negotiable and payable without defalcation or discount and with interest from maturity at the rate of 10 per cent per annum said if the interest be not paid annually to become as principal and bear the same rate of interest.

L. B. Hamilton
Alice B. Hamilton

No. Due Oct. 14th 1909.

Now, if said part~~y~~ies of the first part shall pay or cause to be paid to said ~~part of the second part~~ heirs or assigns, ~~said sum of~~ moneys in the ~~above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this Mortgage shall be wholly discharged and void~~; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or ~~any~~ interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall ~~then~~ become due and payable, and said part~~y~~ies of the second part shall be entitled to possession of said premises. ~~And the said part of the first part for said consideration do hereby expressly waive an appraisement of said Real Estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.~~

IN WITNESS WHEREOF, The said part~~y~~ies of the first part ha~~s~~ ~~hereunto~~ set ~~his~~ hand~~s~~ and seal~~s~~ the day and year first above written.

L. B. Hamilton
Alice B. Hamilton

State of Oklahoma, } ss.
Ottawa County

BEFORE ME F. Fletcher T. Snapp a Notary Public in and for said County and State on this 17th day of April 1909, personally appeared L. B. Hamilton and Alice B. Hamilton, his wife to me known to be the identical person~~s~~ who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and affixed my official seal as such Notary Public, this 17th day of April 1909.

My commission expires February 19 1913. (Seal) F. Fletcher T. Snapp Notary Public

ASSIGNMENT

Know All Men by These Presents:

THAT of County, in the State of Oklahoma, the within named Mortgagee in consideration of the sum of and DOLLARS to in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over and Convey unto heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD The same, forever, subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said Mortgagee ha hereunto set hand this day of 19

EXECUTED IN PRESENCE OF

State of Oklahoma, } ss.
County

This Assignment was filed for record on the day of A.D. 19 at o'clock M., and duly recorded in Book on page Fee, $

$ 19 Register of Deeds.

RECEIPT.

RECEIVED OF the within named Mortgagor the sum of and DOLLARS, in full satisfaction of the within Mortgage.

FILED FOR RECORD On the 22 day of Apr A.D. 1909 at 8 o'clock A.M.

(Seal) H. C. Walkley Register of Deeds.